

In re:
THE DIOCESE OF BUFFALO, N.Y.,
Debtor.

Chapter 11
Case No. 20-10322 (CLB)

VERIFIED RULE 2019 DISCLOSURE

Dan Chiacchia Attorneys, PLLC, submits this verified statement in accordance with Rule 2019 of the Federal Rules of Bankruptcy Procedure.

1. Dan Chiacchia Attorneys, PLLC is located at 5113 South Park Avenue, Hamburg, New York 14075. I certify that I am a member of good standing of the bar in the State of New York, United States District Court for the Western District of New York and the United States Bankruptcy Court for the Western District of New York.

2. Dan Chiacchia Attorneys, PLLC represents each Sexual Abuse Claimant (“Claimant”) listed in Exhibit A attached to this disclosure. Due to confidentiality, each Claimant listed in Exhibit A has been identified by their Sexual Abuse Proof of Claim Form number. The names and addresses of the confidential Claimants are available to permitted parties who have executed a confidentiality agreement and have access to the Sexual Abuse Claim Forms. (Order establishing August 14, 2021 as the deadline for filing Proofs of Claim, Doc. No. 729.)

3. Dan Chiacchia Attorneys, PLLC was retained by each Claimant listed in Exhibit A to pursue claims for damages against The Diocese of Buffalo, N.Y. as a result of sexual abuse. This includes representing and acting on behalf of each Claimant in the bankruptcy case. The date of the retainer agreement pertaining to each Claimant is indicated on Exhibit A.

4. An exemplar copy of a retainer agreement authorizing Dan Chiacchia Attorneys, PLLC to act on behalf of each Claimant and providing for the payment of Dan Chiacchia Attorneys, PLLC's fees and costs is attached as Exhibit B.¹

5. Dan Chiacchia Attorneys, PLLC's interest relative to each Claimant is outlined in each retainer agreement executed by the Claimant and is set forth in the exemplar retainer agreements.

6. As of the date of this Statement, each Claimant maintains an individual economic interest against the Debtor, The Diocese of Buffalo, N.Y., that has been disclosed in the Confidential Sexual Abuse Claim Supplement or will be disclosed in the future.

7. The information set forth in this Statement is intended only to comply with Bankruptcy Rule 2019 and not for any other purpose.

8. The undersigned reserves the right to amend or supplement this Statement in accordance with the requirements of Bankruptcy Rule 2019 at any time in the future.

Pursuant to Rule 9011(e) of the Federal Rules of Bankruptcy Procedure, I verify under penalty of perjury that the foregoing statements are true and correct to the best of my knowledge, information and belief.

Dated: November 8, 2024
Hamburg, NY

Daniel J. Chiacchia

Daniel J. Chiacchia

¹ Information personally identifying the Claimants has been redacted from the retainer agreement exemplars in accordance with the Confidentiality Protocol as stated the Court's Order establishing August 14, 2021 as the deadline for filing Proofs of Claims (Doc. No. 729).

Exhibit “A”

| Name/Pseudonym | Index No. | Claim No. | Date of Retainer |
|-------------------|--------------|-------------|------------------|
| CF 1 DOE | 810544/2019 | CC493 | 5/2/2019 |
| CF 2 DOE | 810510/2019 | CC574 | 6/25/2019 |
| CF 3 DOE | 811563/2019 | CC451 | 8/29/2019 |
| CF 4 DOE | 810865/2019 | CC572 | 8/22/2019 |
| CF 5 DOE | 811163/2019 | CC304 | 8/29/2019 |
| CF 6 DOE | 814990/2019 | CC422 | 6/3/2019 |
| CF 8 DOE | 801518/2020 | CC299 | 8/13/2019 |
| CF 11 DOE | 9000527 | CC400 | 8/28/2020 |
| CF 14 DOE | 810695/2021 | CC788 | 8/16/2021 |
| CF 15 DOE | 811109/2021 | CC919 | 8/24/2021 |
| Paul M. Burns | 801488/2020 | CC336 | 12/13/2019 |
| Robert Davis | 800829/2020 | CC337 | 5/31/2019 |
| AnnMarie Dempsey | 810489/2019 | CC340 | 4/29/2019 |
| Dorothy DiFilippo | 802848/2020 | CC382 | 2/6/2020 |
| Michael Pieszala | 807224/2020 | CC522 | 9/16/2019 |
| Paul Schwandt | 811763/2019 | CC560 | 3/22/2019 |
| Richard Watroba | 814927/2019 | CC295 | 6/7/2019 |
| Madonna Bishop | 816371/2019 | CC296 | 6/18/2019 |
| John Doe | 801556/2020 | CC948 | 9/27/2023 |
| BL 1 DOE | 801798/2020 | CC688/CC741 | In progress |
| Joanne Basta | E180690/2023 | CC1011 | 2/23/2023 |
| John Carter | 806963/2021 | CC614 | 11/17/2020 |
| John Mumbach | 804927/2021 | CC633 | 5/6/2021 |
| John Rybarczyk | 808381/2020 | CC615 | 6/9/2020 |
| Mark Stainbrook | E175091/2021 | CC613 | 10/28/2020 |

Exhibit “B”

RETAINER AGREEMENT

In consideration of the legal services to be rendered by the law firm of CHIACCHIA & FLEMING, LLP, ("Attorneys"), to the undersigned [REDACTED], ("Client"), Client retains the Attorneys to represent her regarding an abuse matter.

This agreement covers the Attorneys' review of the present facts as alleged by Client, and a legal analysis of same. It also includes any and all proceedings to and through an agreed-to settlement, or a verdict after trial, including all depositions, motions and pleadings.

This agreement shall constitute the Attorneys' full and exclusive authorization to act as counsel for the Client in this matter, and represents the full and complete agreement between the parties. Any changes or modifications of this agreement should be in writing.

Client understands and agrees that said attorney's fees shall be 33 1/3% of the amount of any settlement or judgment collected and received after first deducting and repaying all taxable costs and disbursements and all expenses incurred. Disbursements include, but are not limited to, transcripts, investigator's fees, fees for scientific and/or medical experts, service of process, long distance telephone calls, photocopying, computer assisted research access time, and travel. In the event of an appeal from any verdict after trial or other court rulings, fees are subject to renegotiation at the attorney's request.

Client understands that said attorney receives no fee unless a sum of money is recovered, and that no settlement shall be made without the knowledge and consent of the client. Client understands that according to New York State Law, regardless of the outcome, the client is responsible for all disbursements incurred by said attorneys in the prosecution of the client's claim.

Attorneys agree to keep the Client informed of any developments which may affect the outcome of this matter. Client understands that the Attorneys cannot and have not made any representations, expressed or implied, regarding the ultimate outcome of this matter. Attorneys agree to work diligently and faithfully on this matter to the best of their abilities for the Client's best interest.

Client understands that the Attorneys have the right, in their discretion, and on a reasonable basis, to withdraw from the matter if the Attorneys deem withdrawal to be necessary or desirable. The Attorneys at any time can demand up front costs of litigation, including but not limited to expert fees. If the client is unable or unwilling to pay such costs or disbursements the Attorneys would have the right to withdraw from representation in the matter from the case.

State and Federal law [*CPLR 306-c, 42 USC 1395y(b)(2) & 42 CFR 411.2*] require that Medicaid and Medicare be notified upon a determination that your claim will be pursued. Upon resolution of any action, before you may receive your recovery, it is mandated that Medicare

and/ or Medicaid recovery claims, if any, be resolved. These determinations may require the involvement of separate counsel and fees which are the responsibility of client.

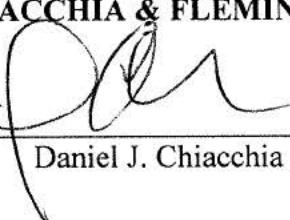
Client agrees that if any liens are asserted by any hospital, ambulance service, medical provider, health care provider, pharmacy, government entities, government bodies/agencies, Medicare, Medicaid, insurance company, other entities, successor entities, or attorney enforceable against the proceeds of a judgment or settlement or against the parties released, the Client agrees to pay and satisfy such asserted lien from their net share of the settlement or judgment proceeds as calculated in paragraph 4 above, or to satisfy same on a compromise basis, and to indemnify and hold harmless said parties, including Chiacchia & Fleming, LLP, from any costs, expenses, attorney fees, claims, actions, judgments, or settlements resulting from the assertion or enforcement of any lien by any entity having such lien.

Attorneys understand that the Client has the right to discharge the Attorneys upon reasonable notice. If attorneys are discharged, Client understands and agrees that the Client has a duty to pay for all expenses incurred; and that the Attorneys otherwise have a "lien" on the Client's file until such payments are made or until some other arrangement is made satisfactory to the Client, Attorneys and Client's new attorney as to the compensation to the Attorneys for legal services provided to the date of discharge.

Dated: April 29, 2019
Hamburg, New York

CHIACCHIA & FLEMING, LLP

By:



Daniel J. Chiacchia

CLIENT



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